

1 V. ANDREW CASS
Nevada Bar No. 005246
2 KRISTIN E. MEREDITH
Nevada Bar No. 011655
3 **LEWIS BRISBOIS BISGAARD & SMITH LLP**
6385 South Rainbow Boulevard, Suite 600
4 Las Vegas, Nevada 89118
(702) 893-3383
5 FAX: (702) 893-3789
E-Mail: cass@lbbslaw.com
6 E-Mail: meredith@lbbslaw.com
Attorneys for Defendant,
7 **STATE FARM MUTUAL AUTOMOBILE**
INSURANCE COMPANY

8
9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 SHONNIE SPRUELL, individually,) CASE NO. 2:11-cv-00570
12 Plaintiff,) **STIPULATED CONFIDENTIALITY**
13 v.) **AGREEMENT AND PROTECTIVE**
14 STATE FARM MUTUAL AUTOMOBILE) **ORDER**
15 INSURANCE COMPANY, and DOES 1)
16 through V, inclusive,)
Defendants.)

17 WHEREAS, the parties agree that certain information that is or may be sought by discovery
18 requests in this action may constitute trade secrets or other confidential research, development, or
19 commercial information within the meaning of FRCP 26(c)(1)(G);

20 WHEREAS, the parties, along with non-parties subjected to subpoena, may be asked to
21 produce certain documents and/or provide testimony that may reveal confidential, proprietary,
22 personal or commercially sensitive information, the disclosure of which would cause harm or
23 damage, and which should therefore be restricted;

24 WHEREAS, it has been agreed and stipulated by and among the parties to this litigation,
25 through their respective counsel, that the following Confidentiality Agreement and Protective Order
26 preserving the confidentiality of such documents and information should be entered by this Court;

27 WHEREAS, the Court finds that there is good cause to enter an order to protect the privacy
28 of the parties and non-parties involved with this litigation;

1 IT IS HEREBY ORDERED THAT:

2 1. This Confidentiality Agreement and Protective Order shall govern certain discovery and
3 document production among the parties, as well as discovery and document production from third
4 parties, in the above-referenced action.

5 2. For purposes of this Confidentiality Agreement and Protective Order, the term "Confidential
6 Information" shall refer to: (1) information which any party or non-party believes in good faith to
7 be a trade secret or confidential research, development, commercial, or other proprietary business
8 information within the meaning of FRCP 26(c)(1)(G);; and (2) documents and/or testimony that
9 may reveal confidential, proprietary, personal or commercially sensitive information. Such
10 Confidential Information may be contained in any written, printed, recorded, or graphic matter of
11 any kind, and shall retain its confidential designation regardless of the medium on which it is
12 produced, reproduced, or stored. Such Confidential Information may also be elicited at deposition
13 or through written discovery.

14 3. Whenever any party or non-party desires to designate information contained in a document
15 as Confidential Information, the designating party shall mark each page of the document with the
16 word "CONFIDENTIAL" and identify such Confidential Information at the time of production.
17 Confidential Information may be used in the course of depositions in accordance with this
18 Confidentiality Order.

19 4. Transcripts or exhibits from any deposition or hearing shall be temporarily designated as
20 "Confidential" and be treated as subject to the terms of this Stipulation. Within forty-five (45) days
21 of receipt of such transcripts and exhibits, Counsel will designate the pages of the transcripts or
22 exhibits which shall remain designated as "Confidential" and will advise all other parties. If no
23 designation is made within forty-five (45) days, the entire transcript and all exhibits will be deemed
24 not confidential.

25 5. For the purposes of conducting this litigation, Confidential Information may only be
26 disclosed to or discussed with the following persons:

27 ///

28 ///

- 1 a) The attorneys working on this matter on behalf of any party to this litigation and the
- 2 attorneys' employees, and consultants, experts or vendors retained by the attorneys to
- 3 provide services in connection with the litigation;
- 4 b) Parties to this litigation;
- 5 c) Deponents during the course of their depositions, provided, however, that such
- 6 information shall be entitled to a confidentiality designation when necessary; or
- 7 d) The Court and Court officials involved in this matter (including court reporters, and
- 8 persons operating video equipment at depositions);
- 9 e) Any member of the jury at trial;
- 10 f) Any other person only with the prior written consent of the party which designated
- 11 the Confidential Information being disclosed.
- 12 6. The parties shall only disclose or use Confidential Information for purposes of this litigation.
- 13 7. Any person or entity to whom Confidential Information is disclosed or with whom
- 14 Confidential Information is discussed shall state his or her consent in writing (in the form of an
- 15 Acknowledgement, attached hereto as Exhibit A) to be bound by the terms of this Confidentiality
- 16 Agreement and Protective Order, subject to any further order this Court may enter. Counsel
- 17 obtaining the Acknowledgement must provide a copy of the signed Acknowledgement to the Party
- 18 whose Confidential Information is disclosed.
- 19 8. Any Confidential Information submitted or presented to, or filed with the Court shall not be
- 20 made available to persons other than the Court, and persons authorized by this Order.
- 21 9. Any filing made with the Clerk of the Court, as such filing may be required or permitted by
- 22 the local rules of this Court, which contains or has attached to it Confidential Information, shall be
- 23 filed under seal and shall remain under seal (except that it may be unsealed for examination by the
- 24 Court as necessary). For good cause shown, the Court may order that such filing or portions thereof
- 25 be unsealed.
- 26 10. Any pleading filed with the Court may make general reference to information previously
- 27 designated as Confidential. Should a party or non-party seek to include specific information
- 28 designated as Confidential in any pleading or exhibit attached thereto, however, said party or

1 non-party shall comply with the obligations contained in this Confidentiality Agreement and
2 Protective Order.

3 11. When information designated as Confidential is challenged, any party may, after conferring
4 with opposing counsel in an effort in good faith to resolve the issues by agreement, move the Court
5 for a ruling that the documents or testimony designated as Confidential have not been properly
6 designated. Until such time as the Court rules on such motion, the parties shall treat the documents
7 and information as though they were properly designated.

8 12. At the end of this litigation, the parties shall return all documents or deposition transcripts
9 containing Confidential Information, and all copies thereof. In the alternative, within 30 days after
10 the end of this litigation, any party in possession of documents or deposition transcripts containing
11 Confidential Information may shred or dispose of such documents or transcripts in a manner to
12 ensure the destruction thereof and provide the producing party with a declaration certifying such
13 destruction or disposal. For purposes of this Confidentiality Agreement and Protective Order, the
14 litigation is ended when all claims and defenses asserted by the parties are finally resolved through
15 litigation or settlement.

16 13. This Confidentiality Agreement and Protective Order may only be amended or modified by
17 written agreement of the parties hereto and approved by this Court, or by order of this Court.

18 14. This Confidentiality Agreement and Protective Order shall continue to be binding after the
19 conclusion of this litigation except that a party may seek the written permission of the Producing
20 Party or further order of the Court with respect to dissolution or modification of this Order. The
21 court shall retain jurisdiction to enforce or modify this Order.

22 15. In any action or proceeding to enforce this Confidentiality Agreement and Protective Order,
23 or to seek damages for its breach, the prevailing party shall be entitled to recover its reasonable
24 attorneys' fees and costs, without limiting any other relief that may be available.

25 ///

26 ///

27 ///

28 ///

1 16. This Agreement shall be interpreted and construed in accordance with and be governed by the
2 laws of the State of Nevada.

3 Submitted by:

4 Dated this 6 day of June, 2011.

5 LEWIS BRISBOIS BISGAARD & SMITH LLP

6
7 By Kristin E. Meredith

8 V. ANDREW CASS

9 Nevada Bar No. 005246

10 KRISTIN E. MEREDITH

11 Nevada Bar No. 011655

12 6385 South Rainbow Boulevard, Suite 600

13 Las Vegas, Nevada 89118

14 Attorneys for Defendant State Farm

15 Dated this 6 day of June, 2011.

16 ROYAL JONES MILES DUNKLEY & WILSON

17 By Matthew S. Dunkley

18 MATTHEW S. DUNKLEY

19 Nevada Bar No. 006627

20 1522 W. Warm Springs Road

21 Henderson, NV 89014

22 Attorneys for Plaintiff Shonnie Spruell

23 IT IS SO ORDERED.

24 Dated this 8th day of June, 2011.

25 Roland J. Johnston
26 ~~U.S. DISTRICT JUDGE~~

27 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

**ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO COMPLY WITH
STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

The undersigned hereby acknowledges that he/she has been provided with a copy of the parties' STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER in the lawsuit captioned Shonnie Spruell v. State Farm Mutual Automobile Insurance Company, et. al. (United States District Court Case No. 2:11-cv-00570). The undersigned agrees to be bound by the terms of the referenced STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER in the same manner as Plaintiff, Defendant and their attorneys.

DATED this ____ day of _____, 2011.

By

Litigation Participant